

INTERACTIONS WITH FOREIGN ADVERSARIES AND INSTRUMENTALITIESI. Purpose

The purpose of this policy is to establish guidelines and procedures to be followed when a campus is offered any gift; offered or proposes to enter any contract; participates in a cultural exchange agreement; enters or renews an agreement or partnership with educational institutions or other institutions based in a foreign adversary; or enters or renews a research partnership involving a foreign adversary, intermediary or affiliate of a foreign adversary, or foreign instrumentality. This policy also addresses hiring, travel, and software agreements.

II. Definitions

The following definitions apply to the requirements of this policy.

- A. “Affiliate organization” means an entity under the control of or established for the benefit of an organization addressed herein including a foreign adversary.
- B. “Agreement” means a written or spoken statement of mutual interest in a cultural exchange agreement or an academic or a research collaboration with a foreign adversary or an affiliate organization of a foreign adversary.
- C. “Contract” means an agreement for the acquisition by purchase, lease, or barter of property or services for the direct benefit or use of either of the contracting parties.
- D. “Cultural Exchange Agreement” means an agreement between a foreign adversary and an institution of higher education that aims to promote cultural or intellectual relations.
- E. “Foreign Adversary” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Bolivarian Republic of Venezuela, the Syrian Arab Republic, and a foreign terrorist organization as designated by the United States Secretary of State.
- F. “Foreign instrumentality” means an agency, bureau, ministry, component, institution, association, or any other legal, commercial, or business organization, corporation, firm, or entity that is substantially owned, controlled, sponsored, commanded, managed, or dominated by a foreign government as defined in Ark. Code Ann. § 6-60-1602.
- G. “Gift” means a gift, an endowment, an award, a donation of money or property of any kind, a combination of any of the listed items, or a conditional or unconditional pledge of any the listed items.

- H. “Partnerships” means a faculty or student exchange program, study abroad program, matriculation program, recruiting program, or dual degree program.
- I. “Research” means a scientific investigation or development that involves technologies, designs, or technical data considered sensitive enough to potentially impact national security, and therefore requires strict controls on export or transfer to foreign entities.

III. Processes

A. Gift Agreements

If an institution is offered a direct or indirect gift that is equal to or greater than \$250,000 from a foreign adversary or an intermediary or affiliate organization of a foreign adversary, the institution shall disclose the proposed gift to the Board prior to entering the gift by using a standard form approved by the General Counsel of the University. The disclosure shall be made prior to the next regularly scheduled Board meeting.

The Board will issue a final decision on whether and what conditions the institution may receive the gift within 30 days of receiving the disclosure. The Board will reject a gift from a foreign adversary unless the gift addresses an overwhelming state or national interest beyond simply acquiring additional funds. No institution shall finalize a gift agreement until the Board has issued its decision.

B. Contracts

If an institution has been offered or has proposed a direct or indirect contract that is equal to or greater than \$250,000 from a foreign adversary or an intermediary or affiliate organization of a foreign adversary, the institution shall disclose the proposed contract to the Board prior to entering the contract by using a standard form approved by the General Counsel of the University. The disclosure shall be made prior to the next regularly scheduled Board meeting.

The Board shall issue a final decision on whether and what conditions the institution may enter the contract within 30 days of receiving the disclosure. The Board shall reject the contract unless there is an overwhelming state or national interest in accepting or entering the contract. No institution shall enter in a contract until the Board has issued its decision.

C. Cultural Exchange Agreements

An institution shall not participate in a cultural exchange agreement with a foreign adversary or entity controlled by a foreign adversary unless the agreement (a) addresses an overwhelmingly under addressed state or national need and (b) avoids constraining the freedom of contract of the public entity; avoids allowing the curricula or values of the program in the state to be directed, controlled, or influenced by the foreign

adversary; and avoids promoting an agenda detrimental to the safety or security of the state, residents of the state, and the United States.

Prior to entering into any cultural exchange agreement, each institution must share the proposed agreement with the Department of Inspector General to determine if the agreement is detrimental to safety or security. An institution may not enter into the agreement if the Department of Inspector General determines the agreement is detrimental to safety or security.

J. Partnerships or Agreements

By no later than July 1 of each year, each institution must submit to the Board the following information relating to partnerships and agreements with educational and other institutions based in foreign adversaries: data reflecting any program, agreement, partnership, or contract between an institution and any college, university, or entity that is based or controlled by a foreign adversary; data reflecting any office, campus, or physical location used or maintained by an institution of higher education in a foreign adversary; and the termination date of any program, agreement, partnership, or contract.

The Board will submit a report, by December 1st of each year to the Governor, the President Pro Tempore of the Senate, and the Speaker of the House of Representatives containing the identified information.

D. Research Partnerships

Prior to entering or renewing a research partnership with a foreign instrumentality, the institution should (a) ensure that it maintains sufficient structural safeguards to protect the intellectual property of the institution and (b) disclose the research partnership to the Board by using a standard form approved by the General Counsel of the University. The disclosure shall be made prior to every regularly scheduled Board meeting.

The Board will determine and notify the institution if sufficient structure safeguards exist to protect the intellectual property of the institution.

Any proposed research partnership agreement should reflect that the Board has full discretion to reject or terminate a research partnership agreement, at any time or for any purpose, with an academic or research institute located in a foreign adversary.

E. Software

Institutions are prohibited from using or contracting with entities domiciled, controlled, or owned by companies or other entities domiciled in foreign adversary countries that host, operate, or own software or software programs.

G. Screening Requirements for Hiring and Research and Foreign Travel to a Foreign

Adversary Country

For institutions with federal research expenditures exceeding \$10,000,000, each institution shall implement the requirements of Ark. Code Ann. § 6-60-1610 for screening requirements and Ark. Code Ann. § 6-60-1611 for foreign adversary travel. Each institution shall provide an annual report to the Board by July 1st identifying official university travel to a foreign adversary country, in the prior fiscal year, that identifies each traveler, location visited, and institution visited.

UNIVERSITY OF ARKANSAS SYSTEM
Gift Disclosure Form

In accordance with UA Board Policy 220.1 and Ark. Code Ann. § 6-60-1605, an institution that is either directly or indirectly offered a gift that is equal to or greater than \$250,000 from a foreign adversary or an intermediary or affiliate organization of a foreign adversary must disclose the gift to the University of Arkansas Board of Trustees (Board) so that the Board can issue a final decision on whether and what conditions the institution may receive the gift. The Board will reject a gift from a foreign adversary unless the gift addresses an overwhelming state or national interest beyond simply acquiring additional funds.

For each new gift, this form should be completed: (a) in its entirety unless prohibited or deemed confidential under state and federal law and (b) prior to every regularly scheduled Board Meeting.

1. Campus/unit: _____
2. Address of campus/unit: _____
3. Contact person & phone number for campus/unit: _____
4. Date of gift: _____
5. Amount of gift: _____
6. Purpose of gift: _____
7. Person(s) whom the gift is explicitly intended to benefit: _____

8. Name & country of residence/domicile of foreign adversary: _____
9. Date of gift termination: _____
10. Please describe any conditions, requirements, restrictions, or terms made part of the gift:

11. Please describe why the entity is proposing to accept the gift, stating specifically any state or national interest in accepting the gift. _____

UNIVERSITY OF ARKANSAS SYSTEM
Contract Disclosure Form

In accordance with UA Board Policy 220.1 and Ark. Code Ann. § 6-60-1607, an institution that is either directly or indirectly offered a contract that is equal to or greater than \$250,000 from a foreign adversary or an intermediary or affiliate organization of a foreign adversary must disclose the contract to the University of Arkansas Board of Trustees (Board) so that the Board can issue a final decision on whether and what conditions the institution may receive the contract. The Board will reject a contract from a foreign adversary unless the contract addresses an overwhelming state or national interest beyond simply acquiring additional funds.

For each new offered or proposed contract, this form should be completed: (a) in its entirety unless prohibited or deemed confidential under state and federal law and (b) prior to every regularly scheduled Board Meeting.

1. Campus/unit: _____
2. Address of campus/unit: _____
3. Contact person & phone number for campus/unit: _____
4. Date of contract: _____
5. Amount of contract: _____
6. Purpose of contract: _____
7. Person(s) whom the contract is explicitly intended to benefit: _____

8. Name & country of residence/domicile of foreign adversary: _____
9. Date of contract termination: _____
10. Please describe any conditions, requirements, restrictions, or terms made part of the contract:

11. Please describe why the entity is proposing to accept the contract, stating specifically any state or national interest in accepting the contract. _____

12. Please attach a copy of the offered or proposed contract.

UNIVERSITY OF ARKANSAS SYSTEM
Research Partnership Disclosure Form

In accordance with UA Board Policy 220.1 and Ark. Code Ann. §6-60-1612, an institution that is entering or renewing a research partnership with a foreign instrumentality should (a) ensure that it maintains sufficient structural safeguards to protect the intellectual property of the institution and (b) disclose the research partnership to the Board. The disclosure shall be made prior to entering the research partnership.

The Board will determine and notify the institution if sufficient structure safeguards exist to protect the intellectual property of the institution.

For the research partnership, this form should be completed in its entirety and prior to every regularly scheduled Board Meeting.

1. Campus/unit: _____
2. Address of campus/unit: _____
3. Contact person & phone number for campus/unit: _____
4. Date of research partnership or renewal of research partnership: _____
5. Please describe what structural safeguards exist to protect the institution's intellectual property. _____
6. Please specifically address the safeguard requirements:
 - a. Compliance with all federal requirements, including the requirements of federal research sponsors and federal export control agencies, including regulations regarding international traffic in arms and export administration regulations, and economic and trade sanctions administered by the federal office of foreign assets control: _____

 - b. Annual formal institution-level programs for faculty on conflicts of interest and conflicts of commitment: _____

 - c. An overwhelming state interest to enter into the research or academic partnership: _____
 - d. Lack of alternative instruction to engage with a similar research or academic partnership: _____

 - e. Any formalized foreign visitor process and uniform visiting scholar agreement: _____

UNIVERSITY OF ARKANSAS SYSTEM
Partnerships or Agreements Disclosure Form

In accordance with UA Board Policy 220.1, an institution should submit, by July 1 of each year, the following relating to partnerships or agreements made with educational institutions or other institutions based in foreign adversaries. The disclosed information shall include information for the previous fiscal year.

1. Campus/unit: _____
2. Address of campus/unit: _____
3. Contact person & phone number for campus/unit: _____
4. Date on which any such program, agreement, partnership, or contract reported is expected to terminate. _____
5. Data reflecting any program, agreement, partnership, or contract between an institution of higher education and any college, university, or entity that is based in or controlled by a foreign adversary. _____
6. Data reflecting any office, campus, or physical location used or maintained by an institution of higher education in a foreign adversary. _____